

## ARTICLE VIII

### CLAIMS

**8.1** Claims against either Party or its personnel shall be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement dated 19 June 1951. Civilian employees of the Parties assigned to duty within their government's Department or Ministry of Defense shall be deemed, for the purpose of Article VIII of the NATO SOFA, to be members of a civilian component within the meaning of Article I of NATO SOFA while present in the territory of the other Party for the purpose of this Agreement.

**8.2** A&P personnel and those dependents accompanying them must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

## **ARTICLE IX**

### **SETTLEMENT OF DISPUTES**

Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

## ARTICLE X

### ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

**10.1** All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulations of the Parties.

**10.2** In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

**10.3** Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.

**10.4** This Agreement may be terminated at any time upon the written consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

**10.5** Either Party may terminate this Agreement upon 180 days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

**10.5.1** The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

**10.5.2** Each Party shall pay the costs it incurs as a result of termination.

**10.5.3** All Information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

**10.6** The respective rights and responsibilities of the Parties regarding Article VI (Security) and Article VIII (Claims) shall continue notwithstanding termination or expiration of this Agreement.

**10.7** This Agreement, which consists of ten (10) Articles and two (2) Annexes, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties. It is signed in two originals in each of the English and German languages, each being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES  
OF AMERICA

Willard H. Mitchell

(Signature)

Willard H. Mitchell

(Typed Name)

Deputy Under Secretary of the Air Force  
International Affairs

(Rank/Title)

17 FEB 2000

(Date)

FOR THE MINISTRY OF DEFENSE OF  
THE FEDERAL REPUBLIC OF  
GERMANY, REPRESENTED BY THE  
FEDERAL OFFICE OF DEFENCE  
TECHNOLOGY AND PROCUREMENT

Petry

(Signature)

Petry

(Typed Name)

President BWB

(Rank/Title)

20.03.2000

(Date)

**ANNEX A**  
**PROCEDURES FOR ADMINISTERING THE EXCHANGE**  
**OF ADMINISTRATIVE AND PROFESSIONAL PERSONNEL**

1. This Annex to the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Federal Republic of Germany regarding the Exchange of Administrative and Professional (A&P) personnel provides the procedures for nominating and assigning A&P personnel from one Party to defense organizations and facilities of the other Party.
2. Exchange of personnel under this Agreement between the U.S. DoD and the Federal Republic of Germany MOD shall be administered by designated national Managing Agents as stated in Article III. The Managing Agents shall be the single points of contact with the other Party for the administration of the A&P Exchange Program.
3. The Managing Agents shall request their subordinate organizations to submit candidate personnel applications for consideration as an A&P exchange participant. The personnel application should include a resume in the format of Appendix 1 of Annex A. The selection and placement of five (5) or more A&P personnel in one Party during a calendar year shall be administered and coordinated on a group basis to facilitate administrative processing.
4. Candidate applications shall be submitted by the Managing Agent of the Parent Party to its government's Embassy (or designated organizations) for forwarding to the Managing Agent of the Host Party. The submission of the applications or exchange of the candidates' resumes shall occur at least nine (9) months prior to the desired assignment start date.
5. The Managing Agent of the Host Party shall distribute the candidates' resumes it receives to its defense organizations and facilities for review and placement selection.
6. After review and coordination of the resumes and identification of applicable assignments, the Managing Agent of the Host Party shall submit proposed position descriptions in the format of Appendix 2 of Annex A, at least four (4) months prior to the expected assignment start date, to the Parent Party. Appropriate documentation (visit requests, etc.) shall be submitted to the Managing Agent of the Host Party in a timely manner.
7. Upon notification of approval and acceptance of the position descriptions by the Parent Party, the Managing Agent of the Host Party shall notify the responsible defense organizations or facilities of the individuals' arrival dates. The responsible defense organizations or facilities shall, in turn, notify the respective supervisors of the arrival of the A&P personnel and encourage personal contact between the supervisors and A&P personnel prior to arrival. The Host Organization, usually the supervisors, shall be assigned to meet A&P personnel on their arrival and help make the necessary living arrangements for A&P personnel and their families.
8. The Managing Agent of the Host Party shall arrange a briefing for all new A&P personnel prior to departure for their assignments. It is suggested that the A&P personnel's

Embassy arrange an in-briefing for all new A&P personnel, normally to be held at the A&P personnel's Embassy. At this in-briefing, the Managing Agent of the Host Party shall provide an overall welcome to this Exchange Program and emphasize security system requirements. Members of the receiving defense organizations or facilities shall be in attendance and familiarize A&P personnel with that organizations' or facilities' missions, as well as the specific assignments and locations.

9. The Managing Agent of the Host Party, along with the A&P personnel's Embassy point of contact, shall be the interface with all supervisors and/or A&P personnel in administering this Exchange Program.

10. The Managing Agent of the Host Party shall arrange for proper end-of-assignment ceremonies and out-briefings. It is suggested that a prominent individual from the Host Party address A&P personnel when there is a group departing. A certificate of completion may be presented to each A&P participant. The Managing Agent of the Host Party shall provide a security debrief and allow the individuals a final opportunity to comment on their experiences with the A&P Exchange Program.

**Appendix 1**  
**PROFESSIONAL BACKGROUND, CAREER AREAS OF  
INTEREST, AND ASSIGNMENT OBJECTIVES**

**1. Personal Data:**

- a. Name:
- b. Rank or Title:
- c. Administrative or Professional Specialty:
- d. Passport No:
- e. Marital Status: (if children, how many, ages and sex)
- f. Office Address:
- g. Home Address:
- h. Telephone:
  - Home:
  - Office:
  - Fax Number:
  - E-Mail Address: (if applicable)

**2. Education:**

- a. Name and address of college or university (include graduate, post-graduate, and special studies)
- b. Dates Attended
- c. Degree received (including subject and dates)
- d. Honor Societies, Special Awards, Licenses and Professional Certification (as appropriate):

**3. Professional Employment:**

- a. All military and civilian employment, in reverse chronological order (including a brief summary of responsibilities and achievements for civilian employment and the nature of military assignments (for example, nature of projects, results, and recognition, and so forth))
- b. Publications
- c. Membership in professional organizations

**4. Language Proficiency:**

- a. Academic language training or experience in language of the Host Party
- b. Recent aptitude and/or proficiency scores
- c. Plans to acquire or improve proficiency

**5. Career Areas of Interest:** Career-broadening activities in A&P position.

- a.
- b.
- c.

**6. Goals and Objectives:**

- a. Long-range, both professional and personal
- b. Motivation (towards goals and the Exchange Program)
- c. Relation of goals to participation in the A&P Exchange Program (for example, anticipated gains from participation, ability to contribute to the host-government efforts, etc).

**Appendix 2**  
**SAMPLE POSITION DESCRIPTION**

- 1. Position Location:** Office of the Staff Judge Advocate, Air Force Office of Scientific Research, AFOSR/JA, Bolling AFB, DC 20332-0001
- 2. Position Title:** Acquisition Attorney
- 3. Qualifications/Skills Required for Position:** As appropriate.
- 4. Description of Duties:** Advises the Director, the commander, four-star general officer equivalents, and their staffs on key procurement issues. Reviews agreements, including contracts, grants, cooperative agreements, and interagency agreements to over 350 university and research institutes. Provides advice and assistance on property right matters and patent infringement claims related to all AFOSR acquisitions. Researches and prepares legal memoranda on technology transfer and collaborative research efforts. Performs legal review of Freedom of Information Act requests.

**5. Supervisor:**

Name: John Smith  
Title/Grade: Division Chief, Colonel  
Address: AFOSR/NI  
                  Bolling AFB, DC 20332-0001  
Phone Number: (303) 555-5500  
Fax Number: (303) 555-5555  
E-Mail Address: Smithj@saf.hq.af.mil

**6. Security Clearance Required:**

Security clearance is not required.

**ANNEX B**  
**CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES**

I understand and acknowledge that I have been accepted for assignment to (Insert Name and location of organization to which assigned) pursuant to an agreement between the Department of Defense of the United States and the Ministry of Defense of the Federal Republic of Germany. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to gain knowledge of the organization and management of Host Party (cite applicable area for A&P assignment) defense activities. There shall be no access to Information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as described in the position description (PD) for my assignment and shall not act in any other capacity on behalf of my government or my Parent Party or Parent Organization.
3. All Information to which I may have access during this assignment shall be treated as Information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization or government without the prior written authorization of the Host Party.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and shall comply with all applicable security regulations of the Host Party and the Host Organization.
6. I will immediately report to my designated supervisor all attempts to obtain, without proper authorization, classified, restricted, proprietary or Controlled Unclassified Information to which I may have access as a result of this assignment.

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Signature

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Typed Name

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Date